of the "check-off" system should not have been enjoined. It was held proper, however, to enjoin the sending of money into West Virginia to be used in aiding or promoting the unlawful acts. *Gasaway* v. *Borderland Coal Corporation,* U. S. C. C. A., 7th Ct., Oct. Term, 1921.

The reasoning of the court seems to be that, conceding the "check-off" to be one of the elements in the chain of causation which resulted in the injury, it would have been innocuous had it not been for the immediate interfering acts. Since these unlawful acts have been enjoined it is not necessary to enjoin the "check-off" system itself. Having enjoined the proximate causes of the injury, the court refuses to extend the remedy to a more remote cause. An injunction should be no broader than the necessities of the case require. *Norfolk Southern R. Co.* v. *Stricklin,* 264 Fed. 546; *Rider* v. *York Haven W. and P. Co.,* 242 Pa. 141. But the court should grant all the relief which the facts demand. In the principal case it would seem that that part of the injunction which prohibits the sending of money to aid unlawful acts would be difficult to enforce. Violations of it would be very difficult to detect and hard to stop. It would be more feasible to enjoin the source of these wrongful occurrences, the "check-off" system. A lawful issue of bonds has been enjoined when the proceeds were to have been used for an unlawful purpose. *Town of Afton* v. *Gill,* 57 Okl. 36; *Bates* v. *City of Hastings,* 145 Mich. 574. However, these cases may be distinguished from the principal one in that in them all of the money so raised was to be used unlawfully, while in the principal case only a part of it was probably so used. But in *Seastream* v. *New Jersey Exhibition Co.,* 67 N. J. Eq. 178, Sunday baseball games were enjoined because the crowd drawn by them was a nuisance to neighboring property owners, and stopping the cause was the only effectual way of abating the nuisance. See also *Walker* v. *Brewster,* L. R. 5 Eq. 25; *Bellamy* v. *Wells,* 39 W. R. 158. The doctrine of these cases is applicable in the principal case. It is true that, upon the motion for preliminary injunction, the balance of convenience might justify refusal of the relief. Yet, the district court having granted the relief, it would seem that there was not such an abuse of discretion as to warrant reversal.

INSURANCE—ACCIDENT—PROVISION FOR FORFEITURE IN CASE OF CREMATION WITHOUT NOTICE.—In an action on an accident insurance policy which contained a provision that in the event of death by accidental means the policy would be forfeited if the insured was cremated without first giving the company seven days' notice, it was *held,* by a divided court, three to three, that the provision was unreasonable and would not be enforced. *Kroner* v. *Order of United Commercial Travelers of America* (Wis., 1921), 184 N. W. 1037.

An insurance policy is a contract between the parties thereto, and in general the rules established for the construction of written instruments apply to contracts of insurance. *Liverpool, etc., Ins. Co.* v. *Kearney,* 180 U. S. 132; *Continental Ins. Co.* v. *Kyle,* 124 Ind. 132. While forfeitures in such policies are never favored, and ambiguous provisions are construed

most strongly against the insurer, yet "if, upon a reasonable construction, it appears that the parties contracted for a forfeiture upon certain conditions, it only remains for the courts to enforce the contract as the parties have made it. It is neither unlawful nor against public policy for a contract of life insurance to stipulate that upon certain conditions the policy shall be void." *Northwestern Mutual Life Ins. Co.* v. *Hazelett,* 105 Ind. 212; *Northwestern Masonic Aid Assn.* v. *Bodurtha,* 23 Ind. App. 121; *Dumas* v. *Northwestern Nat. Ins. Co.,* 12 App. Cas. (D. C.) 245. Nor should a court refine away the terms of a policy which are expressed with sufficient clearness to convey the plain meaning of the parties. *Guarantee Co.* v. *Mechanics',* etc., 183 U. S. 402; *Insurance Co.* v. *Boon,* 95 U. S. 117; *Schroeder* v. *Imperial Ins. Co.,* 132 Cal. 18; *Schuermann* v. *The Dwelling House Ins. Co.,* 161 Ill. 437. In the principal case, the provision was clear, there was no dispute as to its true meaning, and inasmuch as it was intended to give the insurer the opportunity of making an examination of the cause of the death of the insured at a time when the evidences were available, the provision would seem to be a reasonable one, and should have been enforced. Provisions for examination of the insured by a medical examiner of the insurer, or for an autopsy, are reasonable and well calculated for the proper protection of the insurer, and will be enforced provided they are claimed under reasonable circumstances. VANCE ON INSURANCE, 588. In the principal case there was a dispute as to the actual cause of the death of the insured, and if the decision is followed, in such cases the rights of the insuring company may be very seriously prejudiced through a lack of opportunity for adequate inquiry.

INSURANCE—DEATH WHILE IN MILITARY SERVICE.—Decedent's life insurance policy, dated October 20, 1913, contained an exception that "Military or naval service in time of war * * * is a risk not assumed * * * but the legal reserve * * * will be * * * payable in case of death while in such service." He was inducted into the military service in September, 1918, and sent to a California camp. On December 2, 1918, he was granted a leave of absence (or furlough) until midnight. While en route to the Pacific coast on such leave decedent's autocycle collided with an automobile, and he was killed. *Held,* plaintiff could recover face of policy, because the accident "was not a risk of military service." *Atkinson* v. *Indiana Nat. Life Ins. Co.* (Ind. App., 1921), 132 N. E. 263.

Where the language of an insurance policy is ambiguous it will be construed most favorably to the insured. *Manufacturers' Accident Indemnity Co.* v. *Dorgan,* 58 Fed. 956; *Glens Falls Ins. Co.* v. *Michael,* 167 Ind. 659. An exemption clause like that in the principal case is not void as against public policy. *Miller* v. *Illinois Bankers' Life Assn.,* 212 S. W. 310; 3 JOYCE ON INSURANCE, § 2237. In the principal case the court evidently considered *causation,* not *status,* to be the test for the application of the exemption clause. The conflicting cases in point are collected and considered in 18 MICH. L. REV. 686, with the conclusion that most of the cases present no real occasion for construction and that *status* should be the test for liability. Later cases are cited in 19 MICH. L. REV. 443. The most recent cases refus-